on any other day, with the exceptions above noted. * * * It is undoubtedly true that the state of the law on this subject is likely to prove embarrassing to many, . . but such faults, if faults they be, in our business law, can be corrected only by the legislature."

CONTRACT — PUBLIC POLICY — SALE OF THE SUPPORT OF A NEWSPAPER. —Defendant sought the nomination of his party for Congress. Plaintiff, a newspaper editor, contracted to give defendant the support and influence of his paper for a pecuniary consideration. In an action on the contract for the agreed amount, *Held*, that the contract is void as against public policy. The fact that the contract affected a convention, a proceeding not held under authority of law, is immaterial. *Livingston* v. *Page* (1902), — Vt. —, 52 Atl. Rep. 965.

The decision is based on the theory, that in the interest of pure elections, the editorial columns of a newspaper posing as a public teacher, should present, as respects candidates for office, views unbiased by secret purchase. The holding accords with the tendency of modern decisions to hold void all contracts affecting the purity of public elections. *Liness* v. *Nesing*, 44 Ill. 113, 92 Am. Dec. 153; *Nichols* v. *Mudgett*, 32 Vt. 546; MCCRARY ON ELECTIONS, § 220; MECHEM PUBLIC OFFICERS, § 353.

Statutory enactments designed to secure the purity of elections, are the basis of numerous decisions on this subject, the courts holding that these statutes, providing penalties for attempting to corrupt elections, declare the policy of the state as regards contracts affecting elections. *Keating* v. *Hyde*, 23 Mo. App. 555; *Strasburger* v. *Burk*, 13 Am. Law Reg. (N. S.) 607; *Sizer* v. *Daniels*, 66 Barb. 426.

The manner in which influence is to be exerted on a public election seems to be important, when a contract to exert that influence is brought in question. An agreement to make speeches in behalf of a candidate for office, and "advocate his election throughout the state," for a money consideration is valid and not opposed to public policy. *Murphy* v. *English*, 64 How. Prac. 362. It would seem, on principle, that purchased support and advocacy should be equally pernicious, whether expressed from the rostrum or through the columns of a newspaper unless its character, as that a mere advocate, be disclosed.

An article charging a publisher with selling the support of his paper is libelous. *Fitch* v. *De Young*, 66 Cal. 339, 5 Pac. 364.

CRIMINAL LAW—EVIDENCE—JUDICIAL NOTICE THAT BEER IS INTOXICATING.—Defendant was charged with sale of intoxicating liquor in violation of a city ordinance. Proof of sale of beer alone was offered. *Held*, that judicial notice of the fact that beer is intoxicating cannot be taken. The fact must be proved. *Du Vall* v. *Augusta* (1902), — Ga., —, 42 S. E. Rep. 265.

The court in its opinion says that it cannot be assumed that beer is intoxicating. The kind of beer should have been alleged, whether persimmon, rice, or lager, to more fully inform the court of its nature. This decision is clearly contrary to the great weight of authority upon the question; as, BISHOP'S CRIMINAL LAW, I, Sec. 303, note 20; *State* v. *Goyette*, 11 R. I. 592; *Briffit* v. *State*, 58 Wis. 39, 46 Am. Rep. 621; *Markle* v. *Council of Akron*, 14 Ohio 586; *State* v. *May*, 52 Kan. 53, 45 Amer. Dec. 548; *Stout* v. *State*, 96 Ind. 407; *U. S.* v. *Ducornan*, 54 Fed. Rep. 138; *Waller* v. *State*, 38 Ark. 656; *Malt Ex. Co.* v. *R. R. Co.*, 73 Ia. 98; AMER. AND ENG. ENCYC. LAW, III. 907. This is the first time this question has been presented to this court, and while the decision cites no authorities, its holding